THE HON'BLE Dr. JUSTICE G. YETHIRAJULU

WRIT PETITION No.3921 of 2003

Dated: 27.11.2007

Between

Anantha Raja Rao

…Petitioner

And

The Deputy Transport Commissioner &
Secretary, R.T.A., Krishna District,
at Vijayawada and another.

…Respondents

THE HON'BLE Dr. JUSTICE G. YETHIRAJULU

WRIT PETITION No.3921 of 2003

ORDER:

This writ petition is filed by the petitioner to declare the proceedings, dated 05.02.2003, of the first respondent issuing fresh Registration Certificate in favour of the second respondent, as illegal, arbitrary and against the principles of natural justice, and consequently to quash the said proceedings.

The petitioner is the registered owner of a lorry bearing No. AP.16.U.8328, which is a heavy goods vehicle. The second respondent being the financer approached the first respondent stating that since the petitioner committed default in paying the instalments under the Hire Purchase Agreement, they took possession of the vehicle on 30.06.1998 and kept it in their custody, and therefore, they requested the Transport Authority to issue fresh registration certificate in respect of the said vehicle. After following the procedure prescribed under law, the first respondent noticed that 'No Objection Letter' or any appropriate forms for termination of Hire Purchase Agreement was not produced by the petitioner. It was also observed that the vehicle was in possession of the financer i.e., second respondent and the genuineness of possession of the vehicle under the control of the second respondent was reported by the Motor Vehicle Inspector, Visakhapatnam. After considering all the factors, the first respondent issued fresh Registration Certificate in respect of the goods vehicle in favour of the second respondent. Being aggrieved by the same, the petitioner filed this writ petition contending that earlier he filed O.S.No.316 of 1998 on the file of the III Additional Senior Civil Judge, Vijayawada seeking delivery of possession of the disputed vehicle. In the said suit, the second respondent herein filed I.A.No.1101 of 1998 seeking a direction to refer the matter to an Arbitrator and the said

petition was dismissed. C.R.P.No.5580 of 1998 preferred by the second respondent was disposed of by this Court observing that the matter can be referred to an arbitrator, if the parties so desire. Subsequently, the civil Court also while disposing of the suit observed that the matter can be referred to an arbitrator in view of the finding by this Court in the said C.R.P. The petitioner further contended that he is the registered owner of the vehicle and that there was no Hire Purchase Agreement between himself and the second respondent. Except Hire Purchase Agreement No.OV4256, which was closed on 31.08.1997 itself, he has nothing to do with Hire Purchase Agreement No.RV1275, which was exclusively relating to Express Roadways Pvt. Ltd. He further contended that he has not transferred the vehicle in favour of anybody muchless in favour of Express Roadways Pvt. Ltd.

The petitioner is contending that there is no Hire Purchase Agreement between himself and the second respondent, whereas the second respondent is contending that there is a Hire Purchase Agreement.

It is a dispute to be decided by a civil Court whether there was any hire purchase agreement, whether the petitioner is liable to pay any amount to the second respondent or whether the vehicle is liable to be delivered to the petitioner etc. As there is a *prima facie* material placed by the financer that there was a Hire Purchase Agreement and they are in possession of the vehicle, the Regional Transport Authority granted fresh Registration Certificate in favour of the second respondent, which is not against the law.

After going through the entire material, I do not find any grounds to allow the writ petition by issuing necessary directions.

In the result, the writ petition is dismissed. No costs.

Dr. G. Yethirajulu, J

Date: 27.11.2007
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